Lawrence County Chamber of Commerce

2021 Governor's Investment in Technical Education (GIVE)

Project WELD: Welding Education for Labor Demand

Lawrence County Chamber of Commerce

Tennessee College of Applied Technology - Pulaski

IN PARTNERSHIP WITH:

- 1. Lawrence County Chamber of Commerce
- 2. Tennessee College of Applied Technology Pulaski
 - 3. Lawrence County School System
 - 4. Signed Below

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Funding requested:

\$850,000

Mike Whitehead, President

TCAT-Pulaski

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Ryan Egl President & CEO

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Michael Adkins, Director

Lawrence County School System

Project Summary: Project WELD

The Lawrence County Chamber of Commerce, in partnership with Tennessee College of Applied Technology – Pulaski, Lawrence County School System, and local employers, is seeking to establish an Instructional Service Center for Welding Technology at Lawrence County High School. The establishment of this Instructional Service Center will enhance and expand both the physical and programmatic classroom capacity of the welding technology lab at Lawrence County's largest school. With more than one hundred and fifty (150) new welding jobs being created over the next five (5) years in Lawrence County alone, ensuring that local secondary and post-secondary educational institutions have additional capacity for training is vital to linking students to these high-demand, highwage career opportunities. The Project WELD Proposal seeks to meet this existing and future labor demand for welders and welding-related jobs through secondary and post-secondary education by:

- Reconfiguring and rehabilitating the existing classroom and welding lab at Lawrence County High School
- Purchasing industry-standard welding equipment, materials, and supplies
- Providing a salary stipend for a certified instructor
- Establishing a Certified American Welding Society (AWS) Testing Center. The primary goals of Project WELD are to:
- Create a clear pathway from the classroom to a career for high school students
- Expand programmatic access to welding technology for both traditional and nontraditional college students
- Establish a local point of partnership so that local employers can better provide programmatic feedback, sponsor or donate equipment and materials for the purpose of training, and engage students in work-based learning, internship, and provide part and full-time employment opportunities.

The complete, employer-approved Project WELD Proposal, including data (I)

Demonstrating Need, a detailed (II) Program Plan, (III) Description of Partnership, (IV)

Budget, (V) Sustainability, and (VI) Acknowledgment of Economic Status, can be found in the following pages.

I. DEMONSTRATION OF NEED

Labor Demand

According to the 2020 Academic and Supply Occupational Demand Report, the welding occupation is a high demand career in seven out of the nine Tennessee regions. The Leap 2020: In Demand Occupations report lists welders as one of Southern Middle Tennessee's most in-demand production jobs. The Bureau of Labor Statistics reports that the employment of welders, and those in similar professions, in the United States is expected to grow 3 percent between 2019 and 2029, all while much of the welding workforce is approaching retirement age. In addition, the nation's aging infrastructure paired with upcoming investments from the American Rescue Plan will require the expertise of welders to help rebuild and expand our utility infrastructure, roads, and bridges. Nationally, the U.S. Department of Labor reports that the average age of welders is fifty-five (55) with fewer than 20 percent being under the age of thirty-five (35). Cindy Weihl of the American Welding Society reports that welders are "retiring at twice the pace that new welders are coming." Locally, TCAT-Pulaski awards between twenty (20) and thirty (30) combination welder diplomas each year to replace the twenty-five (25) welders that retire each year in southern middle Tennessee. Throughout the region, however, ninety (90) new positions are added in this same time (Jobs4TN). In Lawrence County, members of industry are expected to see an increase in the employment demand for welding positions over the next five (5) years to total more than one hundred and fifty (150) new jobs. For this reason, job prospects for citizens with welding technology diplomas or industry standard certifications, like the American Welding Society (AWS) certification, are abundant. Not only are these jobs abundant and available, but each welding position pays 50 percent greater than the average per capita income for the Lawrence County, TN labor shed. The average entry-level hourly rate for welding for the forty-county area known as Middle Tennessee Region is \$15.81 (2021 Middle Tennessee Wage & Benefit Industrial Survey). The average wage for mid-level welders climbs to \$18.60 per hour. According to a local industry survey conducted in September 2021, seventy-five percent of companies maintain an average welding wage of \$15-\$21 per hour.

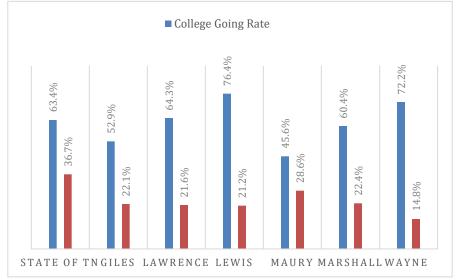
In order to fulfill the regional demand for welders and increase the per capita market income, Lawrence County is working to expand the regional pipeline of employees

with welding skills for these high-wage jobs. The implementation of Project WELD will feed

that pipeline.

Drive to 55 Goals

Project WELD is
designed to support the
Drive to 55 in several ways,
including dual enrollment
opportunities for high school
students, local access to the
Tennessee combination
welder diploma for



traditional and non-traditional students, and the offering of the American Welding Society (AWS) Industry Certification. In 2025, it is expected that Tennessee students will earn 79,299 postsecondary credentials, an 11.5 percent increase from the 71,143 credentials earned in 2016. Although degree production is expected to increase substantially during the projection period, additional growth is needed to reach the Drive to 55 initiative goals. As displayed in the chart (above), the percentage of people in Lawrence County's labor shed with an associate's degree or higher is beneath the State of Tennessee's average. Even as our community boasts a higher-than-average College Going Rate, it is not enough to meet the Drive to 55. By implementing Project WELD, Lawrence County and the surrounding area will have better, more flexible access to high-demand and relevant post-secondary credentials. This access, paired with available job opportunities, will cause an increase in traditional and nontraditional student enrollment leading to a Combination Welder Diploma or an AWS Certification. Therefore, Project WELD is the best effort to meet the Drive to 55 locally, all while providing local businesses and industries with workers they need to meet their labor demands.

Dual Enrollment for High School Students

Currently at Lawrence County High School (LCHS) the welding classes are at or over capacity. With maximum target enrollment of eighteen (18) students per class, the instructor often sees enrollment of twenty (20) students—nearly eighty (80) students daily. The welding lab at LCHS is not prepared to meet these capacities as there are now

only eight (8) welding bays to meet this demand. With the addition of more bays, the instructor can better serve students with a modern, state of the art lab with industrystandard equipment. Within the secondary-level program, students are currently given the opportunity to earn dual enrollment credit through TCAT-Pulaski (See Exhibit F). Dualenrolled students can earn up to 309 hours of credit, which is the equivalent to completing about 30 percent of TCAT's welding certificate. By participating in this dual enrollment opportunity, LCHS students are fulfilling their Early Post-Secondary Opportunity (EPSO) criteria. EPSO opportunities are designed to allow students to earn postsecondary credits while in high school, become familiar with postsecondary rigor and career expectations, develop confidence and skills for success in college and the career of choice, make informed postsecondary and career decisions, and decrease the time and cost of completing a certificate or degree prior to entering the workplace. If Project WELD is funded, dualenrolled students not completing the combination welder diploma before high school graduation will be able to continue their post-secondary education in the same state of the art welding lab taught by the same instructor. This level of consistency and continuity will increase student retention and the program completion rate as students gain local access to a familiar local facility and a local instructor that can provide accountability.

Traditional & Non-Traditional Student Access

The program provided by Project WELD will be accessible in the evening hours for traditional students taking advantage of the Tennessee Promise after graduating high school and non-traditional students, age 25 or above, taking advantage of the Tennessee Reconnect. Because this program is an evening program, a greater range of the population can be accessed as course flexibility allows both part and full-time enrollment. The program is designed to meet students where they are, for instance:

- Individuals who are seeking a career change, but cannot enroll in a daytime program
- Current workers seeking certification for career advancement
- Job seekers needing additional skills to meet employer demands
- Students seeking their high school diploma through Lawrence County's Barnett Center (serving adults and at-risk students)
- Traditional students interested only in evening coursework

Lawrence County Schools (LCSS) currently partners with TCAT-Pulaski to offer a similar program that has been wildly successful. Loretto High School's welding program offers dual enrollment opportunities for high school students and an adult program that serves students that have previously earned dual credit through this partnership. However, the program is limited to only those students who have graduated the previous school year from Loretto High School. Therefore, this opportunity is not available for the entire Project WELD target population. Project WELD provides citizens of Lawrence County and the greater Lawrence County region with traditional and non-traditional programmatic access to successfully earn a welding diploma and enter the workplace with a post-secondary credential.

Industry Certifications: AWS

In the welding industry, there is a growing demand for individuals having cloud networking engineering skills. According to the TN Department of Education, one of the best ways to advance a welding career is by earning a specialized certification. Project WELD will expose and develop students to this changing industry standard and will prepare students for American Welding Society (AWS) certification. This certification affords welders the opportunity to validate their expertise of working on cloud integration projects. This opens up opportunities such as higher wages, higher-level job opportunities,

and leadership roles within a company. AWS offers nine different certification categories, from welding engineers and educators to fabricators and radiographic interpreters. If Project WELD is funded, this Instructional Service Center for Welding Technology will become the second accredited testing site in Tennessee. The existing site is in East Tennessee; therefore, this would provide a hub for welding professionals to earn their certification in Middle Tennessee.

Project WELD offers an additional means of meeting the Drive to 55 in Middle Tennessee by providing students with an Early Post-Secondary Opportunity locally and providing access to another, more traditional, pathway for citizens to earn a post-secondary credential.

II. PROGRAM PLAN

Project Overview

Project WELD is designed to provide greater access to welding education, exposure to high-demand, high skilled welding careers, and improve the overall student participation in and perception of welding as a profession. This can be accomplished by providing a high-tech classroom that better resembles the modern manufacturing environment found in local industries, rather than that of a traditional "shop class." The current facility has not been remodeled since the Lawrence County Vocational Center at LCHS was established in the 1970s. To best meet industry demand and the Project WELD goals, the classroom space must be outfitted with the correct equipment in an optimal

configuration; meaning the tangible objectives

of this project include:

- Rehabilitation of the welding lab (upgrading electric infrastructure, floors, lighting, ventilation)
- Reconfiguration of the welding lab (updating classroom layout to meet safety and capacity needs)
- Purchase of new welding machines
- Purchase of welding supplies and material
- Hiring of an adjunct welding instructor
- Conducting programmatic review for training efficacy

These objectives, namely, the classroom reconfiguration, equipment purchase, hiring of adjunct welding instructor for evening programming, and programmatic standards review process have been vetted and approved by all Project WELD partners in a collaborative effort to ensure sustainable success.

Capital Costs

Evers Construction, a local contractor with industrial construction experience and a company in need of welders, has provided a rehabilitation & reconfiguration estimate for the welding lab at Lawrence County High School. Evers estimates that this project will cost \$401,094.00. The detailed cost estimate, along with the current and future configuration of the welding lab, is attached as **Exhibit A**.

Lincoln Electric, an original equipment manufacturer of welding machines, materials, and supplies, provides service to many area welding-intensive manufacturers. Lincoln estimates the cost of outfitting the new welding lab at Lawrence County High School to be \$265,000. In addition to this partnership, Lincoln will offer professional development to the welding instructor at their welding lab in Atlanta, Georgia free of charge. A detailed budgetary estimate can be found attached as **Exhibit B**.

Objectives for Each Phase

As displayed below, Project WELD will be accomplished in three (3) phases:

- 1. Rehabilitation & Reconfiguration
 - a. If awarded, local contractors who have experience with such renovations estimate the welding lab at Lawrence County High School can be remodeled and reconfigured in eight (8) to ten (10) weeks.
- 2. Equipment Installation
 - a. If awarded, we will be able to order the selected equipment, material, and supplies upon start of construction and complete installation as early as twelve (12) weeks after the order is confirmed.
- 3. Program Implementation
 - a. If awarded, and upon TBR Site Approval, Project WELD's evening program component will begin in Fall 2022.

Labor-Education Alignment & the Drive to 55

Project WELD will increase the existing number of certified welders in Lawrence

County and the surrounding area. Currently the Lawrence County High School welding program has eight (8) welding bays. With this expansion, it will be able to house twenty-two (22) bays. This allows the high school program to accommodate more students to earn hours toward dual enrollment opportunities and to complete certifications. At present, 27% of students are dual enrolled in the welding program at LCHS. At this rate, we can expect 40 students to earn credit hours towards their welding certificate each year. Additionally, the evening program will open up a brand-new



opportunity for the population to earn a post-secondary credential. Based on evening program enrollment for welding at TCAT-Pulaski, the estimated number of students who will complete the evening program annually is projected to be twenty (20) to forty (40) students. With TCAT-Pulaski's support, Project WELD can support dual enrollment of up to eighty (80) students each year and up to twenty (20) students each trimester.

Serving Underrepresented Student Groups

The student body at Lawrence County High School, and the demographic makeup of Lawrence County as a whole, is average for rural Tennessee. Ninety percent (90%) of the student population is white with ten percent (10%) being comprised of minorities. In addition, the student body is evenly split between male and female students. Currently,



class population at Lawrence County High School. As such, there is definite room for growth when considering females in welding at the high school level; this is also true in the industry itself. In order to recruit the female population, it is imperative to expose them to career opportunities in welding at an earlier age. Today, Lawrence County's middle school population tours all Career & Technical Education programs. LCHS's welding instructor, Lee Sisk, is pictured to the left teaching a middle school student about his welding program on a welding simulator at a

CTE Program discovery event. Among students, specifically those underrepresented in the welding profession, Project WELD will change the perception of welding-intensive careers as both aesthetic and technologic improvements are made to the welding lab.

Project WELD builds upon LCSS's new career assessment initiatives that are designed to give 5th and 8th graders the opportunity to test aptitude, interests, and skills in order to make an informed decision on which Career & Technical Education pathway to pursue. These assessments are a key component in recruiting the female population as Project WELD is implemented as, together, students better understand that welding isn't

just a profession for men and isn't just a "shop class", but a high-wage, high-skilled advanced manufacturing career for everyone.

Another underrepresented student group that will have access to Project WELD is the impoverished and economically disadvantaged student population. Lawrence County High School has a 53.42% free and reduced lunch rate. Meaning that over half of the students fall within the income guidelines to receive those benefits. Two primary barriers to higher education in Lawrence County is geographic access due to distance and lack of means of transportation and the financing of higher education. Drive to 55 initiatives, like the TN Promise, TN Reconnect, The Ayers Foundation, and other grant programs, like the Wilder Naifeh Grant, have eliminated the financial barriers to higher education, but geographic access remains an issue for rural Tennessee. Project WELD will serve as the first post-secondary welding program available for out of school youth, young adults, traditional and non-traditional students alike in Lawrence County; thereby, eliminating the geographic access issues brought on by limited means of transportation.

Project Weld will also provide an opportunity for students who are graduating LCSS's Barnett Center in Lawrenceburg, TN to have ready access to a program that will provide them with an excellent career path in limited time. Participants of the Adult High School program are students who are at a high risk of not completing traditional high school or are facing life circumstances, such as pregnancy or family hardship.

Governance & Accountability

All major administrative decisions concerning policy and personnel for Project WELD shall be brought to the Advisory Team. The Advisory Team consists of Craig Manufacturing, Evers Construction, Mity Inc., other welding-intensive industries and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least two times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the operations of the program. If partners cannot come to a mutual agreement, Tennessee College of Applied Technology- Pulaski will have the final decision-making authority.

Work-Based Learning (WBL) Program

school year, Lawrence County
Schools launched the *Work*Ethics Matter Campaign that
focuses on developing a
student's habits surround
attendance, living a drug-free
lifestyle, a positive attitude,

In the 2018-2019

LCSS WORK-BASED LEARNING

Grades K-5

- Industry Tours
- STEM Opportunities
- · Career Survey/Fair
- Work Ethics Matter
- Guest Speakers

Grades 9-12

- Industry Tours
- Job Shadowing & Internships
- College & Career Fair
- Industry Certifications / Dual Enrollment
 Work Ethics Matter
- Work Based Learning
- The Ayers Foundation

Grades 6-8

- · Industry Tours
- · Post-Secondary Tours
- STEM Opportunities
- Career Fair
 Work Ethics Matter
- Guest Speakers

Career Entry & Post-Secondary Education

- Education

 The Ayers Foundation
- Tennessee Promise
- UT Promise



and being a team player. This initiative was launched because of industry feedback and the understanding that real-world, hands-on experience that compliments a good work ethic is a requirement set by employers for any job a worker may pursue. Work-Based Learning



opportunities in our education system are a key component of instilling that work ethic while facilitating hands on experience and serves as the capstone course for all LCSS CTE Programs. As seen in the table above, students of LCSS are immersed in several work-based learning activities throughout their educational career. Those opportunities include guest speakers, career fairs, industry tours, job shadowing,

and internships. Students from Lee Sisk's welding class are pictured to the left touring a local manufacturing company.

Another component of the Work Ethics Matter Campaign is the Work Ethics Distinction Diploma. Throughout the year, seniors have the ability to earn points towards earning this distinction. In order to earn points, students must create a portfolio that includes a resume, evidence of community service or employment, successfully completing an internship or work-based learning opportunity, earning dual credit or an industry certification, and their academic record (attendance, GPA, test scores, etc.). The primary goals of this distinction are to better expose students to available career opportunities and

enable the building of relationships between students and future employers. The Project WELD industry partners have committed to offering a comparable, if not exact, work-based learning or internship opportunity as part of their commitment to this program (See **Exhibit C**).

In order to drive the WBL program, LCSS hired a Workforce Development Coordinator that serves as the central point of contact for businesses, industries, and schools. These parties use tools from the Work-Based Learning Toolbox, including the employer recruitment letter and satisfaction survey, to introduce and assess the program's success. Project WELD has already helped the Workforce Development Coordinator gain access to more industry prospects as growth of the program shifts its focus to welding opportunities. Additionally, WBL will provide students with credit towards the number of hours required to earn the combination welder diploma at TCAT-Pulaski.

Today, LCSS offers four (4) industry certifications to its students including OSHA 10, Certified Nursing Assistant (CNA), Microsoft Office Suite (MOS), and Maintenance & Light Repair (MLR). In 2020-2021, students earned 750 industry certifications. Project WELD adds the AWS certification to this suite of industry certifications.

Role of Equipment

The process of choosing equipment for the proposed Project WELD expansion came after meeting to discuss the GIVE grant and the Project WELD opportunity. Following the meeting, a survey was sent to participating welding-intensive industries asking for types and brands of equipment that are used in their facilities. The survey identified specific operations of each local industry, and after analyzing the results, it was determined that students need to be trained on multipurpose welders and equipment. As such, local industries connected the Project WELD team to Lincoln Electric for the purpose of identifying and budgeting for the equipment. Lincoln, working with TCAT-Pulaski and LCHS, has provided a proposal for equipment purchase (Exhibit B).

III. DESCRIPTION OF PARTNERSHIPS

Educational Partners.

In 2019-2020, the total enrollment for Tennessee College of Applied Technology— Pulaski was 922. Of that, forty percent students were from Lawrence County. When looking specifically at the welding program, twenty (14) students graduated with thirty-six percent of students receiving diplomas and sixty-four percent earning certificates in a welding specialty. The job placement rate for those students was eighty-three percent.

Lawrence County Schools has a total enrollment of 6,970 students. 2,038 students of LCSS's enrollment can be accounted for within local secondary schools. Enrollment in Career & Technical Education programs is high due to the number of programs offered. In fact, one out of every two (fifty percent) of students in Lawrence County graduate with a CTE concentration, meaning that most graduates are equipped to enter the workplace with a skilled trade. At Lawrence County High School, there are 1,090 students. The following programs are offered at LCHS: Advanced Manufacturing (Welding), Agriculture, Architecture & Construction, Automotive, Business, Cosmetology, Digital Design, Health Science, Human Services, Project Lead the Way, TCAT Plumbing & Electrical. The current welding enrollment is 141 for the 2020- 2021 school year. Meaning, 12.9 percent of students at LCHS are enrolled in the welding program. If Project WELD is implemented, more students will have the opportunity to enroll in this program and, therefore, will be exposed to welding as a profession.

The partnership between TCAT-Pulaski (Lawrenceburg Instructional Center) and Lawrence County High School can be traced back to September 2000 with the Machine Tool Technology program and Industrial Maintenance Technology. In 2008, TCAT-Pulaski began dual enrolling students in the Residential, Wiring, and Plumbing program in both Lawrence County High School and Loretto High School. In August 2007, Welding was added as a dual enrollment program at Loretto High School. Finally, in August 2018 Welding was added as a dual enrollment program at Lawrence County High School.

The addition of the welding technology program as a dual enrollment opportunity at LCHS is the most recent addition to the longstanding partnership between TCAT-Pulaski and Lawrence County Schools. Project WELD builds upon this most recent opportunity to expand an effective partnership to a greater demographic.

Economic Development Partners

The Lawrence County Chamber of Commerce is the designated economic development organization in Lawrence County. Its mission is to improve the quality of life for the citizens of the greater Lawrence County region by promoting economic & community development, tourism marketing, and workforce development. The Chamber is

not only the designated point of contact for local businesses & industries interested in its mission, but also serves as the local point of contact for state and federal partners with an interest in infrastructure, utilities, education, business development, and other issues surrounding rural development.

The Chamber has worked with both new and existing companies, and other economic development partners, to announce the creation of more than 600 new jobs in Lawrence County since 2016. These companies included two national headquarters, warehouse & distribution operations, 3D printing and prototyping companies, and construction equipment suppliers.

With regard to Project WELD, the Chamber is serving as the lead applicant because the organization serves as the bridge between local schools, post-secondary educational institutions, and area businesses. Project WELD was developed after considering the five target markets the Chamber works to promote and foster for the purpose of existing industry service, business recruitment, and local curriculum development. This proposal serves to bolster the sector with the highest growth and career sustainability: Advanced Manufacturing. Welding technology is the largest program within the Advanced Manufacturing cluster and, traditionally, has one of the highest job placement rates among both secondary and post-secondary training programs. For this reason, the Lawrence County Chamber of Commerce is proud to sponsor, support, and execute Project WELD as the model program for the Governor's Investment in Vocational Education.

Industry Partners

Project WELD's success is dependent upon local industry partnership. Businesses value and understand the need for quality education, and the school system values the feedback from industry as, together, we develop talent. The primary industry partners for Project WELD are: Advanced Design Solutions, Craig Manufacturing, Evers Construction, and Mity Inc. Advanced Design Solutions, a Canadian auto supplier, manufactures steel shipping racks for the auto industry. Craig Manufacturing recently opened its U.S. Headquarters and first U.S. operation in Lawrenceburg. They produce steel attachments for heavy construction, forestry, mining, energy and utility equipment to original equipment manufacturers and their regional dealer networks. Evers Construction is a leading industrial and commercial contractor in Southern Middle Tennessee. Mity Inc. has over 30

years' experience in manufacturing modern commercial furniture to variety of industries including churches, education, worship, and hospitality. Together, these companies will hire more than one hundred and fifty (150) welders over the next five (5) years. Letters of Support from each industry partner are attached as **Exhibit D**.

IV. BUDGET

Budget Narrative

The Lawrence County Chamber is leveraging its partnership with local schools, TCAT-Pulaski, and interested employers seeking \$850,000 in grant funding to implement Project WELD. \$450,000 is allocated to the construction to upgrade the current welding facility at Lawrence County High School. \$295,000 will be used to purchase equipment, supplies, and materials for the additional bays. \$104,000 is allocated for an instructor's stipend to conduct the evening program and grant administration. To date, we have private sector commitments exceeding \$40,000 to support the project making the total \$890,000.

Budget Attachment

See Exhibit E.

V. SUSTAINABILITY

Beyond Thirty (30) Months

The sustainability of Project WELD is highly contingent upon industry partners. Partners will provide any or all of the following: safety materials (gloves, helmets, aprons, etc.), supplies (wires, electrodes, metal, etc.), and cash donations in order to support Project WELD operations. Furthermore, they will be an integral part of student success by being a part of any or all of the following:

- Offering Work-Based Learning opportunities, job shadowing, and/or internships related to Project WELD;
- Serving on the Project WELD Advisory Team;
- Communicating and collaborating with all partners about rules, expectations, and norms;
- Communicating and collaborating with school partners about curriculum and instruction;
- Establishing a collaborative relationship with partnering agencies;
- Participating in the evaluation of the GIVE program as the local and state level;

- Offering faculty/teachers opportunities for externships related to the GIVE grant project;
- Assisting the program in developing, implementing, and progressing its sustainability plan.

VI. ACKNOWLEDGEMENT OF ECONOMIC STATUS

Lawrence County Economic Status

Lawrence County is among the fastest-improving counties in Tennessee with regard to economic status. The community was last designated as an economic distressed county in 2013 as it, for many years, remained in the bottom ten percent of the nation for poverty, per capita market income, and unemployment. Since that time, Lawrence County has attracted new capital investments from both existing businesses and new companies. This, along with continued local strategic investments in secondary and post-secondary education, caused the county to move up more than 600 places in economic ranking of the more than 3,000 counties in the United States.

Today, the Appalachian Regional Commission designates Lawrence County as a transitional community. The Tennessee Department of Economic & Community Development has assigned the Tier 3 designation for the purpose incentive evaluation due to Lawrence County's proximity to the largest concentration of at-risk and distressed counties in Middle Tennessee: Wayne, Lewis, and Perry counties. While the community is, not considered at-risk or distressed, Project WELD will positively impact three communities that fall within our labor shed and market area.

Conclusion

Project WELD is the next step for the longstanding partnership between TCAT-Pulaski and Lawrence County Schools. With recent jobs announcements, and more expected in the coming months, this program is essential for building Lawrence County's momentum for attracting high-wage jobs that require a skilled workforce. The Project WELD team appreciates Governor Lee's investment in vocational education and looks forward to working with the State of Tennessee in implementing this project.

EXHIBIT A CONSTRUCTION COST ESTIMATE & LAB CONFIGURATION



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September 8, 2021

Lawrence County Chamber of Commerce

BUDGET ONLY

Attn: Ryan Egly Proposal Number: P5018-1

Re: LCHS Welding Shop Upgrade – Revision 1 Referenced Documents: - Floor Plan Layout dated August 2019

Objective:

The objective of this estimate is to provide the owner and owner's representative(s) a budget based on the scope of work as provided and understood. The owner and owner's representative should consider the costs in this estimate to be only for budgetary and planning purposes. The project's scope is anticipated to be developed in the future, at which time ECC would greatly appreciate the opportunity to prepare a competitive price based on such scope.

Scope of Work:

Demolition

- Demolish existing block walls and dividers as required.
- Clear debris related to demolition

Painting and Epoxy Work

- Epoxy-coat flooring in classroom, shop, and locker room.
- Apply new paint to all walls throughout new classroom, shop, and locker room areas.

Welding Stations

- Supply and install (22 ea.) 4' x 5' welding booths with strip curtains & exhaust registers

Ventilation

Supply and Install fume-control ventilation system for (22) welding booths and (2) welding tables

Separation Wall and Openings

- Install CMU classroom separation wall with 12' of window panels.
- Install large steel-frame opening(s) through existing CMU wall (Sizes T.B.D.)
- Install 4' window in existing separation wall.

Locker Room

- Demo existing locker room.
- Install new locker sections and benches.

Electrical

- Supply and install (2) two 400-amp circuit breakers in existing 208-volt 3 phase switch board.
- Supply and install (2) two 400-amp panel boards in southeast corner of welding shop.
- Supply and install (1) one 208-volt 100-amp 3 phase disconnect at (14) fourteen new welding cells.
- Supply and install (1) one conduit and 208-volt 100-amp 3 phase circuit from new panel boards to each welding cell disconnect.
- Supply and install conduit and 208-volt or 120-volt circuits as needed to shop equipment including the following
 - (1) Belt Sander
 - (2) Grinders
 - (1) Chop Saw
 - (3) Weld Tables



- (1) Iron Worker
- (1) Shear
- (1) Drill Press
- (1) Horizontal Saw
- (1) Roll In Saw
- (1) Lathe
- (1) Surface Grinder
- (1) Vertical Mill
- Supply and install (14) fourteen LED lights and (4) four switches for new classroom.
- Supply and install (4) four new convenience outlets in new classroom.

Notes and Clarifications:

- Price is quoted at regular hourly rate, no overtime included.
- No new data wiring included in this proposal.
- Price assumes all 120-volt circuits for new classroom be fed from existing 120-volt panel board located on south wall.
- Price assumes all 120/208-volt drops to equipment be feed from existing 120-volt panel or existing bus duct.
- Price assumes bus plugs for existing 208V bus will be provided by owner.

Budgetary Pricing:

General Conditions:	\$67,581.00
Demolition:	\$18,720.00
Painting and Epoxy:	\$35,000.00
Renovate locker room:	\$15,360.00
(22) Welding Booths:	\$41,800.00
Exhaust System for (22) Booths & (2) Tables:	\$110,880.00
Separation wall and Openings:	\$25,131.00
Electrical Work:	\$86,622.00
Total:	\$401,094.00

Conditions:

Acceptance Term:

This proposal may be withdrawn by ECC if not accepted within 30 days.

Payment Terms: Full payment of invoice is due within 30 days if invoice date. If project extends beyond (30) thirty days, then partial invoicing may be submitted monthly unless otherwise specified and agreed upon.

Superseding Agreement:

Unless otherwise mutually agreed in writing, this document is the completed agreement and no proposal or completed agreement supersedes.

Limitation of Liability:

ECC's liability for this project shall be limited solely to the property damage suffered by the customer to their facility or equipment as a result of the negligence of Evers Construction Company, Inc. or its employees, but said liability shall be limited to the amount of ECC's liability insurance. ECC is not liable for any incidental, consequential, or other damages which may result including, but not limited to, loss of use of the facility or equipment, lost profits, lost rents, production output, etc.

Work Additions:

The customer will bear all cost as the appropriate rate for any extra work requested. Additional cost may include, but not be limited to labor, materials, equipment, consumables, premium time, and mobilization.

Mutual Indemnification:

Customer agrees to indemnify Evers Construction and hold its employees and agents harmless from all claims for death or injury to persons (including Evers Construction's employees) and from all loss, damage or injury to property (including the equipment) arising in any manner out of Customer's negligence. Customer's duty to indemnify hereunder shall include all costs and expenses arising out of all claims of whatsoever kind or nature, including all Court and/or arbitration costs, filing fees and costs of settlement. Customer shall not be required to indemnify Evers Construction for its sole negligence but liability for damage caused by the sole negligence of Evers Construction, its agents and employees, shall be limited to the amount of Evers Construction's liability insurance. Evers Construction agrees to indemnify Customer and hold its employees and agents harmless from all claims for death or injury to persons (including Customer's employees) and from all loss, damage or injury to property (including the equipment) arising in any manner out of Evers Construction's negligence. Evers Construction's duty to indemnify hereunder shall include all costs and expenses arising out of all claims of whatsoever kind or nature, including all Court and/or arbitration costs, filing fees and costs of settlement. Evers Construction shall not be required to indemnify Customer for its sole negligence but liability for damage caused by the sole negligence of Customer, its agents and employees shall be limited to the amount of Customer's liability insurance.

Acceptance: The above pricing, terms, and conditions are satisfactory and hereby accepted.

4/20/2015 Page **2** of **3**



Evers Construction Company, Inc. Representative:

Signature:
Ryan Evers
Construction Dept. Manager
revers@eversconstructionco.com
(931) 762-3593 ex: 119

Customer Representative:

Signature: Name Title Email Office Phone

4/20/2015 Page 3 of 3

EXHIBIT B EQUIPMENT COST ESTIMATE

Page 1 of 2 09/15/2021 11:30:25 AM EST



AIRGAS USA, LLC 510 PURNELL DR LAWRENCEBURG TN 38464-4457

T: 931-762-5430 F: 931-762-4873

QUOTATION

YOU CAN PLACE THIS ORDER ON WWW.AIRGAS.COM

Quote For: 1264849

LAWRENCE COUNTY BOARD OF ED

VO AG

700 MAHR AVE

LAWRENCEBURG TN 38464-2621

T: 931-762-3581

Sold To:

1272113 LAWRENCE CO BOARD OF EDUC

700 MAHR AVE

LAWRENCEBURG TN 38464-2621

T: 931-762-3581

Quote Number	2010266127
Quote Date	09/15/2021
Prepared By	Ginny Hedrick
Contact Phone	+1 256-566-8264
PO Number	
Release Number	
Ordered By	

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	LINK3946-2	SO51	4	EA			9,672.18	EA	38,688.72
	WELDER TIG READY-PAK ASPECT 375						•		•
	AC/DC								
20	LINK4274-3	SO51	4	EΑ			9,926.57	EA	39,706.28
	WELDER MULTI-PROCESS FLEXTEC 350X POWERCONNECT/PF-84 200-575V AC MIG/TIG/STICK/PULSED/FLUX- CORED/ ARC GOUGING/SUBMERGED ARC								
30	LINK4274-4	SO51	4	EΑ			6,950.44	EA	27,801.76
	WELDER MULTI-PROCESS FLEXTEC 350X POWER CONNECT/LF-72 ONE-PAK								
40	LINK4868-1	SO51	8	EΑ			2,583.97	EΑ	20,671.76
	WELDER MULTI-PROCESS INVERTEC						•		•
	V276 TWECO								
50	LINK3734-1	SO51	1	EΑ			14,540.82	EA	14,540.82
	WELDER MULTI-PROCESS PIPEFAB								
	READY-PAK								
60	LINK4650-2	SO51	1	EΑ			18,458.09	EA	18,458.09
	\\ WELDER MULTI-PROCESS HYPERFILL SINGLE READY PAK								
70	LINK3187-2	SO51	2	EΑ			15,059.59	EA	30,119.18
	WELDER MULTI-PROCESS POWER WAVE S500 POWER FEED 84 BENCH MOBILE READY-PAK ADVANCED PROCESS WELDER 200/208/220/230/380/400/415/460/ 575/3/50/60 CC/CV DC STICK/DC TIG/ PULSED DC TIG/MIG/PULSED MIG/FLUX- CORED						.,,		.,
80	LINK4487-1 WELDER MULTI-PROCESS POWER WAVE 300C STANDARD	SO51	4	EA			8,067.03	EA	32,268.12
90	LINK4934-1 WELDER MULTI-PROCESS POWER WAVE 300C ADVANCED EDUCATIONAL ONE- PAK	SO51	4	EA			10,671.06	EA	42,684.24

09/15/2021 11:30:25 AM EST Page 2 of 2



AIRGAS USA, LLC 510 PURNELL DR LAWRENCEBURG TN 38464-4457

T: 931-762-5430 F: 931-762-4873

QUOTATION

Incoterms	Airgas Truck
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	264,938.97
Sales Tax	0.00
Quote Total	264,938.97

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

TERMS AND PRODUCT PRICING ARE VALID UNTIL 09/22/2021

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Airgas reserves the right to decline or cancel any order at any time prior to shipment. For more information about returns and cancellations, please visit us online at Airgas.com/terms-of-sale.

Comments:

PRICING SUBJECT TO CHANGE WITHOUT NOTICE

EXHIBIT C

MEMORANDUMS OF UNDERSTANDING

Memorandum of Understanding between

Tennessee College of Applied Technology - Pulaski

and

Advanced Design Solutions Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding of Advanced Design Solutions Inc., which is providing support to the Project WELD Proposal as submitted to the Governor's Investment in Vocational Education (GIVE) grant program.

Partner name:

Tennessee College of Applied Technology- Pulaski

Partner Representative:

Mike Whitehead

Position:

President

Address:

1233 E College St. Pulaski, TN 38478

Telephone:

931-424-2420

Email:

Mike.Whitehead@tcatpulaski.edu

Partner Name:

Advanced Design Solutions Inc.

Partner Representative:

Mark Booker

Position:

President

Address:

100 Hicks St, Lawrenceburg, TN

Telephone:

(248) 953-5713

Email:

mbooker@advancedds.ca

Purpose:

The purpose of the MOU is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of Project WELD the Governor's Investment in Vocational Education (GIVE) grant program.

This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE program including the cultivation of potential industry partners, program promotion and marketing, and program evaluation.

GIVE Grant Vision and Overview

Since the MOU is intended to describe and detail how partners will contribute to the <u>establishment and maintenance of the GIVE program, it is important that all partners to the</u> MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under the section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project.

Duties of Parties:

In this section, the responsibilities and agreements of each party is described separately:

For the <u>lead agency, Tennessee College of Applied Technology- Pulaski</u>, the responsibilities

and ag	greements could include:
	Serve as the fiscal agent for the grant;
	Provide needed support including office space, telephone space, telephone use, and
	computer use for project staff;
	Provide classroom space and all other appropriate space to accommodate the program;
	Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE project budget;
	Support staff in trainings and professional development opportunities in areas related
	to programming and issues;
	Participate in the evaluation of the program at the local and state level,
-	Complete paperwork related to any association with the program;
	Provide access to assessment and other available data for the purposes of program evaluation;
	Assist the program in developing, implementing, and making progress on its sustainability plan;
	Recruit and refer students, faculty, and industry to the program;
	Participate on the Advisory Team.
For a c	ommunity partner, Advanced Design Solutions Inc., the following may apply:
	Participate on the Project WELD Advisory Team
	Communicate and collaborate with all partners about rules, expectations, and norms;
	Communicate and collaborate with school partners about curriculum and instruction;
	Establish a collaborative relationship with partnering agencies;
	Complete paperwork, as requested, related to and associated with the GIVE program;
	Participate in the evaluation of the GIVE program as the local and state level;
	Offer students opportunities for work-based learning, job shadowing, and/or internships
	related to Project WELD;
	Offer faculty/teachers opportunities for externships related to the GIVE grant project;
	Assist the program in developing, implementing, and progressing its sustainability plan.

Meetings:

All major administrative decisions concerning policy and personnel of the GIVE program shall be brought to the Advisory Team. The Advisory Team consists of (list partners) and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least two times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the

operations of the program. If partners cannot come to a mutual agreement, Tennessee College of Applied Technology- Pulaski will have the final decision-making authority.

Funding

In addition	, partners will provide	(check appropriate	contributions and	list monetary value
below):				

	Safety Materials (gloves, helmets,	aprons,	etc.): Valued	at \$_	_5,000_	each '	year
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☐ Supplies (wires, electrodes, metal, etc.): Valued at \$ 15,000 each year

☐ Cash Donation to support Project WELD Operations: Valued at \$ each year

Duration

The agreement is for a period of <u>30 months</u> from the execution of a grant contract with a preference to extend into a long-term affiliation to address skills gaps and local workforce needs.

Procedures for Modification and Termination

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
 Submission of a revised MOU requires a program amendment to be submitted to the state coordinator for approval.
- Any party of the MOU may terminate their participation in this MOU by giving written
 notice of intent to terminate to each of the partners. In such case, termination by one of
 more of the parties to this MOU does not alter the terms or obligations of the other
 parties to this MOU.
- An individual partners' participation in the GIVE program may be terminated for noncompliance with the MOU provided the other parties provide written notice clearly outlining the reasons for the termination.

Severance Clause

If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

Signatures

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

Mike Whitehead

President

TN College of Applied Technology-Pulaski

Date: Sept. 14, 2021

Mark Booker

President

Advanced Design Solutions Inc.

Date: August 26, 2021

Memorandum of Understanding between Tennessee College of Applied Technology - Pulaski and Craig Manufacturing USA

This Memorandum of Understanding (MOU) sets forth the terms and understanding of Craig Manufacturing, which is providing support to the Project WELD Proposal as submitted to the Governor's Investment in Vocational Education (GIVE) grant program.

Partner name: Tennessee College of Applied Technology- Pulaski

Partner Representative: Mike Whitehead

Position: President

Address: 1233 E College St. Pulaski, TN 38478

Telephone: 931-424-2420

Email: Mike.Whitehead@tcatpulaski.edu

Partner Name: Craig Manufacturing USA

Partner Representative: Les Harding

Position: Vice President – USA Manufacturing
Address: 408 Commerce Way, Ethridge TN,38456

Telephone: 931.614.0440

Email: Iharding@craigattachments.com

Purpose:

The purpose of the MOU is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of Project WELD the Governor's Investment in Vocational Education (GIVE) grant program.

This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE program including the cultivation of potential industry partners, program promotion and marketing, and program evaluation.

GIVE Grant Vision and Overview

Since the MOU is intended to describe and detail how partners will contribute to the <u>establishment and maintenance of the GIVE program, it is important that all partners to the</u> MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under the section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project.

Duties of Parties:

In this section, the responsibilities and agreements of each party is described separately:

For th	e lead agency, Tennessee College of Applied Technology- Pulaski, the responsibilities
and a	greements could include:
	Serve as the fiscal agent for the grant;
	Provide needed support including office space, telephone space, telephone use, and
	computer use for project staff;
	Provide classroom space and all other appropriate space to accommodate the program;
	Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE project budget;
	Support staff in trainings and professional development opportunities in areas related to programming and issues;
	Participate in the evaluation of the program at the local and state level,
	Complete paperwork related to any association with the program;
	Provide access to assessment and other available data for the purposes of program evaluation;
	Assist the program in developing, implementing, and making progress on its sustainability plan;
	Recruit and refer students, faculty, and industry to the program;
	Participate on the Advisory Team.
For a c	ommunity partner, Craig Manufacturing USA, the following may apply:
	Participate on the Project WELD Advisory Team
	Communicate and collaborate with all partners about rules, expectations, and norms;
₽	Communicate and collaborate with school partners about curriculum and instruction;
	Establish a collaborative relationship with partnering agencies;
	Complete paperwork, as requested, related to and associated with the GIVE program;
	Participate in the evaluation of the GIVE program as the local and state level;
	Offer students opportunities for work-based learning, job shadowing, and/or internships related to Project WELD;
	Offer faculty/teachers opportunities for externships related to the GIVE grant project;
	Assist the program in developing, implementing, and progressing its sustainability plan.
TE	

Meetings:

All major administrative decisions concerning policy and personnel of the GIVE program shall be brought to the Advisory Team. The Advisory Team consists of (list partners) and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least two times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the

operations of the program. If partners cannot come to a mutual agreement, Tennessee College of Applied Technology- Pulaski will have the final decision-making authority.

Funding

In addition, partners will provide (check appropriate contributions and list monetary value below):

- Safety Materials (gloves, helmets, aprons, etc.): Valued at \$500.00 each year
- Supplies (wires, electrodes, metal, etc.): Valued at \$1500.00 each year
- ☐ Cash Donation to support Project WELD Operations: Valued at \$ each year

Duration

The agreement is for a period of <u>30 months</u> from the execution of a grant contract with a preference to extend into a long-term affiliation to address skills gaps and local workforce needs.

Procedures for Modification and Termination

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
 Submission of a revised MOU requires a program amendment to be submitted to the state coordinator for approval.
- Any party of the MOU may terminate their participation in this MOU by giving written
 notice of intent to terminate to each of the partners. In such case, termination by one of
 more of the parties to this MOU does not alter the terms or obligations of the other
 parties to this MOU.
- An individual partners' participation in the GIVE program may be terminated for noncompliance with the MOU provided the other parties provide written notice clearly outlining the reasons for the termination.

Severance Clause

If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

Signatures

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

Mike Whitehead

President

TN College of Applied Technology-Pulaski

Date: Sept. 14, 2021

Les Harding

Vice President - USA Manufacturing

Craig Manufacturing USA Date: September 3, 2021

Memorandum of Understanding between Tennessee College of Applied Technology - Pulaski and

Evers Construction Company, Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding of Evers Construction Company, Inc. which is providing support to the Project WELD Proposal as submitted to the Governor's Investment in Vocational Education (GIVE) grant program.

Partner name:

Tennessee College of Applied Technology- Pulaski

Partner Representative:

Mike Whitehead

Position:

President

Address:

1233 E College St. Pulaski, TN 38478

Telephone:

931-424-2420

Email:

Mike.Whitehead@tcatpulaski.edu

Partner Name:

Evers Construction Company, Inc.

Partner Representative:

Clint Evers

Position:

President

Address: Telephone:

1014 N Locust Ave 931 762 3593

Email:

cevers@eversconstructionco.com

Purpose:

The purpose of the MOU is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of Project WELD the Governor's Investment in Vocational Education (GIVE) grant program.

This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE program including the cultivation of potential industry partners, program promotion and marketing, and program evaluation.

GIVE Grant Vision and Overview

Since the MOU is intended to describe and detail how partners will contribute to the <u>establishment and maintenance of the GIVE program, it is important that all partners to the</u> MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under the section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project.

Duties of Parties:

In this section, the responsibilities and agreements of each party is described separately:

For th	e lead agency, Tennessee College of Applied Technology- Pulaski, the responsibilities
	greements could include:
	Serve as the fiscal agent for the grant;
	Provide needed support including office space, telephone space, telephone use, and
	computer use for project staff;
	Provide classroom space and all other appropriate space to accommodate the program;
	Be responsible for purchasing necessary materials/supplies/equipment for designated
	components in accordance with the GIVE project budget;
	Support staff in trainings and professional development opportunities in areas related
	to programming and issues;
	Participate in the evaluation of the program at the local and state level,
	Complete paperwork related to any association with the program;
	Provide access to assessment and other available data for the purposes of program
	evaluation;
	Assist the program in developing, implementing, and making progress on its
	sustainability plan;
	Recruit and refer students, faculty, and industry to the program;
	Participate on the Advisory Team.
For a c	ommunity partner, Ever Construction Company, Inc. the following may apply:
	Participate on the Project WELD Advisory Team
Ø,	Communicate and collaborate with all partners about rules, expectations, and norms;
◩	Communicate and collaborate with school partners about curriculum and instruction;
Ø	Establish a collaborative relationship with partnering agencies;
Ø	Complete paperwork, as requested, related to and associated with the GIVE program;
Ø	Participate in the evaluation of the GIVE program as the local and state level;
๔	Offer students opportunities for work-based learning, job shadowing, and/or internships
	related to Project WELD;
	Offer faculty/teachers opportunities for externships related to the GIVE grant project;
	Assist the program in developing, implementing, and progressing its sustainability plan.

Meetings:

All major administrative decisions concerning policy and personnel of the GIVE program shall be brought to the Advisory Team. The Advisory Team consists of (list partners) and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least two times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the

operations of the program. If partners cannot come to a mutual agreement, Tennessee College of Applied Technology- Pulaski will have the final decision-making authority.

Funding

In addition, partners will provide (check appropriate contributions and list monetary value below):

☐ Safety Materials (gloves, helmets, aprons, etc.): Valued at \$ each year

Supplies (wires, electrodes, metal, etc.): Valued at \$? each year

Cash Donation to support Project WELD Operations: Valued at \$? each year

Duration

The agreement is for a period of <u>30 months</u> from the execution of a grant contract with a preference to extend into a long-term affiliation to address skills gaps and local workforce needs.

Procedures for Modification and Termination

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
 Submission of a revised MOU requires a program amendment to be submitted to the state coordinator for approval.
- Any party of the MOU may terminate their participation in this MOU by giving written
 notice of intent to terminate to each of the partners. In such case, termination by one of
 more of the parties to this MOU does not alter the terms or obligations of the other
 parties to this MOU.
- An individual partners' participation in the GIVE program may be terminated for noncompliance with the MOU provided the other parties provide written notice clearly outlining the reasons for the termination.

Severance Clause

If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

Signatures

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

Mike Whitehead

President

TN College of Applied Technology-Pulaski

Date: Sept. 14,2021

Clint Evers President

Evers Construction Company, Inc.

9/8/21

Memorandum of Understanding

between

Tennessee College of Applied Technology - Pulaski

and

MityLite

This Memorandum of Understanding (MOU) sets forth the terms and understanding of MityLite, which is providing support to the Project WELD Proposal as submitted to the Governor's Investment in Vocational Education (GIVE) grant program.

Partner name:

Tennessee College of Applied Technology- Pulaski

Partner Representative:

Mike Whitehead

Position:

President

Address:

1233 E College St. Pulaski, TN 38478

Telephone:

931-424-2420

Email:

Mike.Whitehead@tcatpulaski.edu

Partner Name:

MityLite

Partner Representative:

Anna Welsh

Position:

HR/ Safety

Address:

101 Motivation Dr. Lawrenceburg, TN 38464

Telephone:

931.829.2703 x610\$

Email:

anna.welsh@mityinc.com

Purpose:

The purpose of the MOU is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of Project WELD the Governor's Investment in Vocational Education (GIVE) grant program.

This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE program including the cultivation of potential industry partners, program promotion and marketing, and program evaluation.

GIVE Grant Vision and Overview

Since the MOU is intended to describe and detail how partners will contribute to the <u>establishment and maintenance of the GIVE program, it is important that all partners to the</u> MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under the section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project.

Duties of Parties:

in this section, the responsibilities and agreement	ts of each party is described separately:
---	---

For the lo	ead agency, Tennessee College of Applied Technology- Pulaski, the responsibilities
and agre	ements could include:
□ Se	erve as the fiscal agent for the grant;
	rovide needed support including office space, telephone space, telephone use, and
CC	omputer use for project staff;
□ Pi	rovide classroom space and all other appropriate space to accommodate the program;
∐ B	e responsible for purchasing necessary materials/supplies/equipment for designated
CC	omponents in accordance with the GIVE project budget;
□ Sı	apport staff in trainings and professional development opportunities in areas related
το	programming and issues;
□ Pa	articipate in the evaluation of the program at the local and state level,
□ Co	omplete paperwork related to any association with the program:
☐ Pr	rovide access to assessment and other available data for the purposes of program
ev	valuation;
	ssist the program in developing, implementing, and making progress on its
su	stainability plan;
□ Re	ecruit and refer students, faculty, and industry to the program;
□ Pa	orticipate on the Advisory Team.
_	
For a com	munity partner, , the following may apply:
□ Pa	rticipate on the Project WELD Advisory Team
□ Co	mmunicate and collaborate with all partners about rules, expectations, and norms;
□ Co	immunicate and collaborate with school partners about curriculum and instruction:
⊔ test	tablish a collaborative relationship with partnering agencies:
□ Co	mplete paperwork, as requested, related to and associated with the GIVE program;
⊔ Pa	rticipate in the evaluation of the GIVE program as the local and state level.
⊔ On	fer students opportunities for work-based learning, job shadowing, and/or internships
161	ated to Project WELD;
□ Off	fer faculty/teachers opportunities for externships related to the GIVE grant project;
	sist the program in developing, implementing, and progressing its sustainability plan.

Meetings:

All major administrative decisions concerning policy and personnel of the GIVE program shall be brought to the Advisory Team. The Advisory Team consists of (list partners) and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least two times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the

operations of the program. If partners cannot come to a mutual agreement, Tennessee College of Applied Technology- Pulaski will have the final decision-making authority.

F	u	n	di	ing

In addition, partners will provide (check appropriate contributions and list monetary value below):

✓ Safety Materials (gloves, helmets, aprons, etc.): Valued at \$_300_____ each year

Supplies (wires, electrodes, metal, etc.): Valued at \$_2,500 _____ each year

☐ Cash Donation to support Project WELD Operations: Valued at \$ each year

Duration

The agreement is for a period of <u>30 months</u> from the execution of a grant contract with a preference to extend into a long-term affiliation to address skills gaps and local workforce needs.

Procedures for Modification and Termination

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
 Submission of a revised MOU requires a program amendment to be submitted to the state coordinator for approval.
- Any party of the MOU may terminate their participation in this MOU by giving written notice of intent to terminate to each of the partners. In such case, termination by one of more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.
- An individual partners' participation in the GIVE program may be terminated for noncompliance with the MOU provided the other parties provide written notice clearly outlining the reasons for the termination.

Severance Clause

If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

Signatures

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

Mike Whitehead

President

TN College of Applied Technology-Pulaski

Date: Sept. 14, 2021

Anna Welsh

HR/ Safety

MityLite

Date: 9/14/2021

EXHIBIT D LETTERS OF SUPPORT



Michael Adkins, Ed. S., Director of Schools 700 Mahr Avenue · Lawrenceburg, TN 38464 931-762-3581

September 15, 2021

GIVE Grant Selection Committee:

It is my distinct honor to request on behalf of the students of the Lawrence County School System the GIVE Grant. I am confident that this grant will provide opportunity for our students, including adult learners, students enrolled in our alternative learning school, CTE, and others in our school community.

Recently, I had the honor of speaking to a group of community leaders about education. The usual discussion addressed the garden variety of school jargon. What I wanted to emphasize with these leaders was the impact three simple things can do to improve education. First, students need an opportunity to explore career options. Secondly, students desire engagement in the learning process-hands-on learning. Lastly, is the byproduct of 1 and 2, excitement about and for the learning. When students are excited about the learning opportunity, they will learn at a pace that traditional learning cannot keep pace.

Simply put, when we provide the opportunity, and engagement, the excitement for learning will enhance performance, open doors for the student's lifelong career success equating to a productive citizenry. With your approval of the GIVE Grant for Lawrence County, the opportunity, the foundation is set for engagement and excitement, which in turn, leads to a success for young men and women in the Lawrence County School System.

Respectfully submitted,

Mr. Michael Adkins, Ed. S.

Director of Schools

Lawrence County

100 Hicks St, Lawrenceburg, Tennessee, 38464 Phone: (931) 300-3688 www.advancedds.ca

Thursday August 26, 2021

Workforce Development Coordinator Lawrence County Chamber of Commerce 25-B Public Square Lawrenceburg, TN 38464

Attention: Hope McDow

Dear Hope:

I wanted to thank you for reaching out to me about the Project WELD proposal. It is very exciting to hear about this much-needed opportunity.

We at Advanced Design Solutions moved into Lawrenceburg in January of 2019. Finding a solid employee base has become my number one business issue in growing my business.

In the time we have been in Lawrenceburg, and without any sales efforts yet, we have had a numerous customers reach out to us, and have been awarded some significant projects. We came down because we heard that there was a real need in the south for quality companies with our product of steel shipping racks for the auto industry. We have already had to turn down a number of projects because we do not have the work force to complete the work.

Certainly from the response we have already seen, it would appear that we could grow quickly. In order to facilitate that growth, we will need to hire a significant number of welders. Currently we have hired about 20 welders, but expect to hire another 50 to 80 over the next five years. Welding is the core of our business, but of course we also have the metal preparation, painting, assembly, engineering etc. Those 80 core welding jobs will support another 80-100 other positions within our company. The main skill we need to start with though is the welding. As I mentioned earlier, my biggest business concern right now is hiring employees. When I started to look in the south for a location, I found a few buildings that would work, but before I committed to a location, I wanted to see which community would be able to support my employee needs. Among the reasons I selected Lawrenceburg was first the TCAT program that was operating in the very building I am in. A second thing was the excitement the community leadership had to create programs to develop their citizens.

The product we build is exactly what you need to start teaching people how to weld. We have a high enough quantity to allow repetitious learning, but the parts change often enough to provide variety. It is the simplest type of lighter, MIG welding. Our product allows a teacher to demonstrate a particular technique, have student practice that technique, have the teacher evaluate the execution, and then have the student practice some more. We have a lot of smaller assemblies to weld, and they typically come in quantities of 50 - 1000.

I have often talked about how great it would be to partner with an education facility. We could provide on-going material, supplies and consumables, and in return, not only would we be giving back to the community, we would be developing a work force that we could draw from. The program you described, where kids could start in grade nine, and carry on through grade 12, or adults could come after school hours sounds fantastic. They could start with the basic learning I described. Then after 4 years, they could progress through code welding, TIG welding, and many other welding opportunities. I think it would give people of all aptitudes the ability to find a pathway to a rewarding career with a comfortable lifestyle. The pool of skilled workers you will create will also provide a lot of other spin off jobs, even within the same companies, as will be true in my case.

I would be excited to work with this Project WELD program. This would include help with developing the curriculum, providing materials and supplies to keep the program viable. We would also want to provide co-op work placement opportunities for people in the program. We would love to work with people at the high school age, or in any adult programs you might consider. We at Advanced Design Solutions are excited about the customer response we have received here in Tennessee, but we need to be able to deliver the product to keep that momentum going. A program like Project WELD would be exactly what we would need to develop a workforce to deliver on our customer's expectations.

I wish you the very best in this program, and if I can be of any help, please let me know.

Sincerely

Mark Booker President



September 13, 2021

Ms. Hope McDow Workforce Development Coordinator 25 B Public Square Lawrenceburg, TN 38464

Dear Ms. McDow,

For over four years The Ayers Foundation has been committed to partnering with local education in Lawrence County to provide higher education access and completion to the rural students the county serves. Our commitment to the education of rural students is everlasting for the communities we serve.

This commitment has naturally led The Ayers Foundation to focus on training highly skilled graduates for job opportunities in these rural areas they call home. The Ayers Foundation is committed to the regions in which we serve to create job opportunities that would provide higher wages leading to an improved quality of life and a sustained economy for that area. We believe that this is best accomplished through an increased number of Ayers Scholars returning "home" to live and work. For this reason, we proudly support project WELD- Welding Education for Labor Demand. The partnership through Tennessee College of Applied Technology- Pulaski and Lawrence County Schools will strengthen the career pathway for students.

Your consideration of our application is greatly appreciated.

Sincerely,

Susan Rhodes

Director, The Ayers Foundation

Swan Zhodes



25B Public Square 📕 Lawrenceburg, TN 38464

September 13, 2021

Ms. Hope McDow Workforce Development Coordinator 25 B Public Square Lawrenceburg, TN 38464

Ms. McDow,

On behalf of the business community, the Lawrence County Chamber of Commerce supports the partnership between Tennessee College of Applied Technology—Pulaski and Lawrence County Schools as we have served at the Lead Entity for Project WELD. Project WELD is our proposal to expand "Welding Education for Labor Demand" as part of the Governor's Investment in Vocational Education. This proposal is the result of more than five (5) years of data analyses and relationship building.

The data our local economic development team has mined shows a concentration of welding and metalworking professions in the southern middle Tennessee region, and has supported two recent welding-intensive industrial announcements in Craig Manufacturing and Advanced Design Solutions. These two Canadian-based manufacturing operations will employ more than one hundred and fifty (150) people—most of which being welders. The relationship our team has built with existing manufacturers has provided us with direction for skilled labor demands. Meaning, through these partnerships, we know the primary focus of our workforce development efforts should be the expansion of welding technology education.

For this reason, the Lawrence County Chamber of Commerce is proud to sponsor, support, and execute Project WELD as the model program for the Governor's Investment in Vocational Education.

Sincerely,

Ryan Egy

President & CEO

Lawrence County Chamber of Commerce



1014 North Locust Avenue • Post Office Box 87 • Lawrenceburg, TN 38464

Phone 931-762-3593 866-762-3593 Fax 931-762-9459

Website www.eversconstructionco.com

September 4, 2019

Hope McDow Workforce Development Coordinator Lawrence County Chamber of Commerce 25B Public Square Lawrenceburg, TN 38464

Dear Hope:

We are glad to hear about the new Project WELD initiative that the Chamber of Commerce and our school system are collaborating on. This program has the potential to have a positive, long term effect on workforce development for our community, and we appreciate that Evers Construction Company has been invited to participate.

As you may know, Evers Construction Company is a locally owned company specializing in industrial construction. While we are commercial general contractor, our company's core services revolve around mechanical and electrical installations in industrial facilities. We also have a 25,000 square foot fabrication shop that is key component in supporting these services. As with any service-oriented company, our people are our product. Programs like Project WELD help ensure that our schools are producing future members of our team. We currently have over 100 full time employees, with 15-20 of them working in or around the welding trades daily. We find that in today's market, these positions are some of the most difficult to fill, and it's great to see that our community recognizes the need.

We look forward to learning more about the program and seeing it come to life. As an industry partner, we are also willing to contribute to the programs success whether it be monetary contributions, supplies, and other ways that might be identified in the future.

Thank you for this effort and let us know how we can help.

Sincerely,

Clint Evers
Operations Manager
Evers Construction Company, Inc.
1014 N. Locust Ave,
Lawrenceburg, TN 38464





To Whom It May Concern:

The purpose of this letter is to convey my wholehearted support of Project WELD. As a school administrator I see firsthand the need to prepare our students for the demands of the job market and post-secondary plans. Our students and staff have the willingness to participate in this program and a strong desire to do all they can to meet the demands of the job market. Project WELD will enable them to meet those demands. At LCHS, we will commit to work with all stakeholders involved to ensure the success of this program and to strive to provide the best equipped employees possible for the job market. We will not only support this for our current students but for those in the community who also desire to enhance their skills in the welding field as well.

The establishment of an Instructional Service Center on our campus will certainly meet the aforementioned needs but will also enhance our campus and the career opportunities for students for years to come. Again, I wholeheartedly support Project WELD and pledge the full cooperation of Lawrence County High School in its development. Please feel free to contact me if further information is needed.

Thank you for this opportunity to improve our campus and student offerings!

Sincerely,

Willie F. Joiner

Principal, Lawrence County High School



8/26/2021

To Whom it may Concern -

My name is Anna Welsh, and I'm the HR & Safety Manager for MityLite, Inc. (Bertolini); our Lawrenceburg facility employees 60 workers manufacturing seating for the church and hospitality industry. I'm writing this letter in support of the Project WELD proposal; of those 60 employees, 9 are welders, and we have two open positions currently. All factors considered, I could estimate that we will add roughly 10 welders over the next 5 years, and the resources this grant would provide would be instrumental in supplying skilled employees.

We've worked with the local high school (Lawrence County High School) providing scrap, practice material as requested; they've even assisted us in welding some carts we utilize in our facility out of our scrap. We've also had TCAT instructors tour our facility and recommend students that may fit our needs. I believe in the capability of these local resources to supply Lawrence County with capable employees, and with the assistance of Project WELD and programs like it, I have no double that Lawrence County and our facility will continue to grow and succeed.

Should you have questions or need anything further, please contact me at the number or email below.

Thank you,

Anna Welsh, PHR

Human Resource Manager anna.welsh@mityinc.com p. 931-829-2703 ext. 6105 f. 931-829-2710



MITY INCORPORATED

101 Motivation Dr.

Lawrenceburg, TN 38464 USA

bertolinidirect.com | mitylite.com | holsag.com



Lawrence County High School

1800 Springer Road Lawrenceburg, TN 38464 Telephone (931) 762-9412 • Fax (931) 766-0761

Mr. Willie Joiner
Mr. Matt Calvert.

Principal

Mrs. Kim Brite Mrs. Rachel Moore Mr. Brian Porter Assistant Principals

September 9, 2021

Hope McDow Workforce Development Coordinator Lawrence County Chamber of Commerce 25 Public Square Lawrenceburg, TN 38464

Dear Ms. McDow,

When I started teaching ten years ago, I walked into a shop that was in total disarray. Slowly but surely with the help of my students, we started to get the shop in order with everything functioning as it should. My students and I have finally gotten to the point that we can be proud of our shop despite the fact that it's 49 years old. This grant would allow us to take our shop to the next level. Adding a classroom, knocking out a wall, adding welding booths, and updating our equipment would be a few of the upgrades that would benefit my students.

I have had a lot of students comment to me that they wish we had a night school program for recently graduated students. Most of our post-secondary students travel to Pulaski or Muscle Shoals to continue their education in welding. This grant would also make it possible for my night classes to begin. Brady Franklin adds, "I am currently a 12th grader at LCHS. I have been in enrolled in Mr. Sisk's welding classes for the past two years. This grant would help me further my welding education at LCHS and to complete my certificate in my hometown."

I tell my students to always dream big and never give up on their goals. This grant would be a dream come true for me and my students.

Sincerely,

Lee Sisk

LCHS Welding Instructor

Kasev Avers

LCHS Welding Student



Michael Adkins, Director of Schools 700 Mahr Avenue - Lawrenceburg, TN 38464 931-762-3581

September 15, 2021

To Whom It May Concern:

This letter of support is in reference and complete support of the GIVE Grant application that will enhance and expand the Welding program at Lawrence County High School to include adult students and night time class offerings. Local labor market needs indicate a desperate need for skilled welders, therefore funding of this program expansion is certainly warranted and validated.

Lawrence County School System is committed to work with TCAT Pulaski on offering Welding Dual Enrollment for students to ensure great success of the much needed adult and night time program. Adult enrollment upon graduating from Lawrence County High School will ultimately lead to a seamless postsecondary transition for students.

Please reach out should any further information be needed.

Sincerely,

Shannon Watson

CTE Director

Lawrence County School System

EXHIBIT E PROPOSED PROJECT WELD BUDGET

Project WELD Budget			
EXPENSE OBJECT LINE – ITEM CATEGORY	GRANT REQUEST	LOCAL PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	\$89,100		\$89,100
Grant Administration & Fee	\$14,704		\$14,704
Supplies, Equipment Rental & Maintenance	\$30,000	\$36,400	\$66,400
Travel, Conferences & Meetings	\$1,750		\$1,750
Capital Purchase: Construction	\$401,094		\$401,094
Capital Purchase: Equipment	\$264,939		\$264,939
Project Contingency	\$48,413		\$48,413
In-Kind Expenses		\$6,060	\$6,060
Grand Total	\$850,000	\$42,460	\$892,460

EXHIBIT F DUAL ENROLLMENT AGREEMENT

Dual Enrollment Agreement Between Tennessee College of Applied Technology - Pulaski and Lawrence County Board of Education For 2021-2022 Academic Year

This Agreement, by and between Tennessee College of Applied Technology - Pulaski hereinafter referred to as the "Institution or College" and Lawrence County Board of Education hereinafter referred to as the "Board of Education/High School/School System" is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined in the "SCOPE OF SERVICES."

OVERVIEW

In accordance with the guidelines set forth by the Tennessee Board of Regents (TBR), the Tennessee Higher Education Commission (THEC), and the procedures established by Tennessee College of Applied Technology – Pulaski, we, the Institution, do hereby enter into this Agreement to provide eligible high school students the opportunity to earn both TCAT (clock hours) and high school graduation credits simultaneously upon successful completion of qualified course(s). Such agreement is in accordance with Tennessee Board of Regents Policy 2:03:00:00.

Qualified programs/courses are those listed in the current Tennessee College of Applied Technology – Pulaski catalog which use the program/course syllabus, including outcomes and requirements, and text and materials approved by the respective College.

Eligible students must be enrolled as 9th, 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program.

Students may enroll in a specific program/course based on the program/course's specific placement requirements as determined by the College. Enrollment must be in dual enrollment course that lead to a certificate or diploma.

Students must submit to the Student Services office at TCAT-Pulaski:

- A completed application for admission signed by the student;
- Required signatures from student and parent or legal guardian.

High school students enrolled in the dual enrollment program must maintain a cumulative GPA or numeric grade of at least 2.75 in the College course(s) in order to register for subsequent College course(s). Exceptions must be submitted in writing to the College Student Services Office.

All costs associated with enrollment in college courses-shall be the responsibility of the school, student, or his/her parent or legal guardian.

Students may be eligible for the Tennessee Lottery Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

A. RESPONSBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring qualified faculty or adjunct faculty teach the course(s).
- Will provide a mandatory orientation session on the main campus for all adjunct faculty.
- Reserves the right to schedule an observation of the class by the President or President's Designee at any time to ensure that College-level outcomes are met.
- Will conduct periodic performance reviews of all faculty, and reserves the right to refuse reappointment of any instructor who does not meet College standards of instruction.
- Will award College credit for each course successfully completed.
- Will adhere to the Board of Education/High School/School System standard operating procedures for the reservation and utilization of school equipment.
- Reserves its right to approve science and computer laboratories and equipment as appropriate and compatible for delivery of a course.
- Will make effort to coordinate course delivery with the needs of the high school.
- Maintains its right to cancel any class with enrollment insufficient to cover expenses.
- A.2. The Board of Education/High School/School System designee shall:
 - Award high school graduation credit(s) for each college course successfully completed.
 - Provide appropriate classroom space and instructional equipment for classes offered on site.
 - Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted in the high school during regular school hours.
- A.3. The College and the Board of Education/High School/School System shall:
 - Designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students.
 - Jointly determine the course(s) to be offered, subject to College staffing and scheduling limitations. Start and end dates for terms will follow the Tennessee Board of Regents common calendar dates.
 - Agree to follow the college academic calendar for all courses offered. Any exceptions must be approved by the college.
 - Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant.
 - Provide appropriate information to the student regarding the Dual Enrollment Lottery Grant.

AGREEMENT TERM:

- B.1. <u>Term.</u> This Agreement shall be effective for the period commencing on August 1, 2021 and ending on May 31, 2022.
- B.2. <u>Term Extension</u>. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than one year, provided that the Institution notifies the Board of Education/High School/School System, in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

C. FACULTY

C.1. Instructors for the dual enrollment classes shall be subject to the approval of both Parties and will adhere to College policies regarding academic standards and documentation of attendance and grades.

- C. 2. In the event the instructor is provided and compensated by the College, such compensation will be based upon applicable College policies as to College faculty
- C. 3. In the event the instructor is provided and directly compensated by the Board of Education/High School/School System, such compensation will be based upon applicable Board of Education/High School/School System policies. The College shall reimburse the Board of Education/High School/School System based upon the College's applicable policies as to adjunct faculty. In no event shall the maximum liability of the College for such reimbursement exceed \$11,000. The maximum liability shall not be subject to escalation for any reason unless this Agreement is amended. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

D. TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. <u>Modification and Amendment</u>. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. <u>Performance</u>. The Institution reserves the right to replace/request the Board of Education/High School/School System to replace any instructor for non-performance and/or violation of College policies and guidelines.
- D.4. <u>Termination</u>. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. The Board of Education/High School/School System hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Board of Education/High School/School System on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Board of Education/High School/School System shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.6. <u>State and Federal Compliance</u>. The Board of Education/High School/School System shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. The Board of Education/High School/School System agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or redisclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.
- D.7. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

- D.8. <u>Severability</u>. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:
Mike Whitehead
Tennessee College of Applied Technology - Pulaski
P.O. Box 614 1233 East College Street, Pulaski, TN 38478
931.424.4014 (Office)
931.424.4017 (Fax)

The Board of Education/High School/School System: Shannon Watson Lawrence County Board of Education 700 Mahr Avenue, Lawrenceburg, TN 38464 931.762.3581

- D.10. <u>Relationship of the Parties</u>. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. <u>Liability.</u> Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The Board of Education/High School/School System is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

LAWRENCE COUNTY BOARD OF EDUCATION

Shannon Watson

AShappagan-Watson, CTE Director

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY - PULASKI

Docusigned by:

Mike Whitehead, President

Date

Tennessee Board of Regents:

Plora W. Tydings

Different VAPA Wallydings, Chancellor

Date